

## Community Rules

### St. George Villa Mobile Home Park

A Resident Owned Community

Owned and operated by: St. George Community Cooperative, Inc.

#### Introduction

We wish to welcome you to our community. It is our desire to provide a pleasant, attractive and affordable place for people to live. All communities need some form of regulations to accomplish this goal. The rules of this community are not intended to be unnecessarily restrictive but are meant to help provide you a safe and tranquil environment. The future value of your manufactured home rests, to a great degree, on our community's appearance and its reputation in the community at large.

*The Board of Directors*

#### IMPORTANT NOTICE:

**THE RULES SET FORTH BELOW GOVERN THE TERMS OF YOUR RENTAL AGREEMENT WITH THIS MANUFACTURED HOUSING COMMUNITY. THE LAW REQUIRES ALL RULES OF THIS COMMUNITY TO BE REASONABLE. NO RULE MAY BE CHANGED WITHOUT YOUR CONSENT UNLESS THIS COMMUNITY GIVES YOU 60 (SIXTY) DAYS ADVANCED NOTICE OF THE CHANGE.**

**SUBJECT TO THE TERMS OF ANY WRITTEN LEASE AGREEMENT, YOU MAY CONTINUE TO STAY IN THIS COMMUNITY AS LONG AS YOU PAY YOUR RENT AND ANY OTHER LAWFUL CHARGES, FOLLOW THE RULES OF THE COMMUNITY AND APPLICABLE LOCAL, STATE AND FEDERAL LAW, DO NOT DAMAGE COMMUNITY PROPERTY AND DO NOT REPEATEDLY INTERFERE WITH THE PEACEFUL ENJOYMENT OF OTHER TENANTS IN THE COMMUNITY. YOU MAY BE EVICTED FOR NONPAYMENT OF RENT, BUT ONLY IF YOU FAIL TO PAY ALL RENT DUE WITHIN 30 DAYS AFTER YOU RECEIVE WRITTEN NOTICE THAT YOU ARE BEHIND IN YOUR RENT.**

**YOU MAY ALSO BE EVICTED FOR NOT FOLLOWING THE RULES OF THIS COMMUNITY, BUT ONLY IF THE RULES ARE REASONABLE, YOU HAVE BEEN GIVEN WRITTEN NOTICE OF YOUR FAILURE TO FOLLOW THE RULES, AND YOU THEN CONTINUE TO BREAK THE RULES. YOU MAY NOT BE EVICTED FOR JOINING A TENANT ORGANIZATION.**

**IF THIS COMMUNITY WISHES TO EVICT YOU, IT MUST GIVE YOU 60 DAYS ADVANCE NOTICE, EXCEPT IF YOU ARE BEHIND IN YOUR RENT, IN WHICH CASE ONLY 14 DAYS NOTICE IS REQUIRED. THE EVICTION NOTICE MUST GIVE YOU THE REASON FOR THE PROPOSED EVICTION. THE EVICTION MUST BE IN ACCORDANCE WITH 12 V.S.A. CHAPTER 169.**

**YOU HAVE THE RIGHT TO SELL YOUR HOME IN PLACE TO ANYONE AS LONG AS THE BUYER AND HIS HOUSEHOLD MEET THE RULES OF THIS COMMUNITY. YOU MUST NOTIFY THE COMMUNITY IF YOU INTEND TO SELL YOUR HOME. FAILURE TO DO SO MAY MEAN THAT THE BUYER WILL BE REQUIRED TO MOVE THE HOME FROM THE COMMUNITY.**

**COPIES OF THE LAW UNDER WHICH THIS NOTICE IS REQUIRED MAY BE OBTAINED FROM THE CONSUMER PROTECTION AND ANTITRUST BUREAU OF THE ATTORNEY GENERAL'S OFFICE, at 109 STATE STREET, MONTPELIER, VERMONT.**

### **I. GENERAL RESPONSIBILITIES**

- 1) The corporation is responsible for:
  - All underground utilities
  - Snowplowing of roads
  - Maintenance of roads, culverts, and common areas
  - Trees
  - Utility Poles (applicable in some communities)
  - Enforce the community rules of the corporation
  
- 2) The homeowner is responsible for:
  - Hooking up to utilities and maintaining connections
  - Upkeep of their lot
  - The care, maintenance and snow removal of their own walk-ways and driveways.
  - Obeying Community Rules
  - Payment of lot rent on time
  - Prominently displaying the street number on the front of the home for emergency location (911)
  - All state or local taxes on the home are the responsibility of the homeowner. You may not remove your home unless all taxes are paid and a copy of the permit from the local governing body allowing removal of the home is given to the Corporation.
  
- 3) All homeowners are liable for damages, injury or loss incurred in their homes and on their lot. Homeowners are strongly urged to carry homeowner's insurance.
  
- 4) The speed limit in the community is **Fifteen (15) MPH.**
  
- 5) Discharge of firearms, BB guns, archery equipment, paint ball guns, fireworks and any other dangerous weapon is strictly not allowed. This is a life safety issue!

## II. OCCUPANCY

- 1) All housing units are to be owner-occupied. No rentals or sub-leases are allowed, except as specified in the Corporation's Bylaws. In order to promote the safety of the homeowners and make a fair distribution of services, the maximum number of individuals allowed per home is two persons per bedroom unless otherwise dictated by the condition of the home.
- 2) All lot rents are due on the **first (1<sup>st</sup>)** day of the month with a 10-day grace period. The Corporation reserves the right to assess late fees related to the actual costs incurred by the Corporation as a result of a Member's late payment. Cash is not acceptable for payment of rent. A returned check fee will be assessed in the amount of the fee charged to the Corporation by the bank. No re-deposits will be made.
- 3) Any homeowner wishing to sell or remove their home is required to give a thirty (30) day written notice of intent to the Board of Directors. Failure to give notice can result in 30 day's additional lot rent. In either case, the homeowner is responsible for advising any potential buyers of the requirement of join the corporation as a condition of allowing the home to remain in the community.

For a period of thirty (30) days following the delivery of the notice to the Board, if the resident receives more than one offer for the same price upon the same terms and conditions, and one of said offers is from a lower-income family or individual, the resident shall accept the offer from the lower-income family or individual. Provided that the Board may authorize the sale to someone other than a lower-income family or individual at the request of the selling resident in the case of a sale to a family member or where the delay in selling would pose an unreasonable hardship for the selling resident.

A lower-income family or individual shall be defined as a family or individual whose total income does not exceed 80% of the median income in the county as determined by the U.S. Dept. of Housing and Urban Development and published in the Federal Register.

**If the Corporation is owed money by the resident, the Board of Directors will sign a deed (within 21 days as required by applicable state law and Housing Division Rules, as requested but may insist that the deed be transmitted directly to the escrow or closing agent with a Notice of Lien 9 VSA Section 2602 on the resident's home for those amounts due and owing the Corporation. The Notice of Lien must be included in the deed transferring ownership of the mobile home under the known encumbrances. The Corporation may collect it against the home despite the transfer. 12 V.S.A. Section 2903 confers the right of a judgment lien holder to foreclose on the property pursuant to Title 12 and Vermont Rule of Civil Procedure 80.1 and applicable state law.**

The following shall apply in all situations where Fannie Mae holds an Eligible Loan on a home in this corporation:

- Notwithstanding any other Bylaw provision, the purchaser of a Manufactured Home who acquired title at a foreclosure sale conducted by the holder of an "Eligible Loan" (as

defined by [applicable state law), or directly from the holder of an Eligible Loan, shall be exempt from any “low income” requirement.

- Notwithstanding rights of the Corporation under applicable state law or other law, any holder of an Eligible Loan which is actively pursuing the right to foreclose or which has acquired title to the Manufactured Home by purchase itself at a foreclosure sale or by deed in lieu of foreclosure, and which has paid or is paying the Corporation Rent and Other Charges owing by a Member under an Occupancy Agreement, shall not be required to advance more than six (6) months of Rent and Other Charges, and the Corporation’s lien rights, as to amounts owing to it by the Member under the Occupancy Agreement or otherwise, shall be subordinate to the rights of the holder of an Eligible Loan, and amounts owing to the Corporation shall only be paid out of the excess proceeds, if any, available after transfer of the Manufactured Home to a third party, and after all amounts outstanding under the Eligible Loan, including repayment of advances of monthly Rent and Other Charges, have been paid in full.

- a) For sales of homes:
    - i) The letter will contain the agent’s name, telephone number, and address;
    - ii) The asking price and the names, telephone number and address of any party having signed a Purchase and Sales Agreement.
    - iii) If the homeowner desires an inspection of the home as a contingency of the sale, it must be done in compliance with applicable state law.
  - b) For removal of homes:
    - i) All taxes assessed against the home, all lot rent, fees and assessments are to be paid in full.
    - ii) In addition, a copy of the permit to remove is given to the Board of Directors prior to removal.
    - iii) The lot is to be cleaned of any trash, debris, and hazards, i.e. stairs falling apart, outbuildings in disrepair, broken glass.
  - c) For homes to be moved in:
    - i) The Board of Directors requires written approval of all new and used homes prior to delivery.
    - ii) The Board of Directors reserves the right to inspect and view any used home before moving into the community.
    - iii) If required by local, state or federal regulations, the age and condition of the home must first be approved by the regulating authority.
    - iv) All work must meet the minimum standards set by state law and Housing Division Rules.
- 4) Only those in-home businesses that do not create additional traffic, noise, or odor to the community are allowed.
- 5) Septic systems are not to be used for disposal of grease, condoms, feminine napkins or tampons, children’s toys, diaper wipes, non-bathroom tissue or bio-hazard material. As a corporation Member, you are an owner of our systems and premature failure of the leach beds is a costly expense that could increase our rent. If the damages are found to be due to the homeowner’s failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.

- 6) It is the responsibility of the homeowner to provide for securing the home's water lines from leakage, especially during the winter months. At this time, the standard method is by heat tape. You are required to inspect and plug them in each year in the fall. The Corporation reserves the right to shut off the water at any home where there is a leak until such time as a repair is made. If the damages to the Corporation's property and/or infrastructure are found to be due to the homeowner's failure to follow this rule, the homeowner may be responsible for the entire cost of the repair.
- 7) Notify the Board of Directors if there are any additions of occupants in your home that exceeds **30 (thirty) days and any applicable state law**. In all cases, the total number of occupants shall not exceed the Corporation's established occupancy limits. The Board of Directors requires an Occupancy Agreement to be modified as needed to list the new resident as an Occupant, but not to sign as a party. Each additional adult Occupant must meet the Corporation's Criminal Background Criteria. Occupancy may NOT exceed limits set for the home-site (lot).
- 8) All homeowners are responsible for the actions of their guests, members of their household and their pets. Community Rules apply to all guests and invitees, as well as the homeowner household.
- 9) Adults, children, pets, and their guests are not to be on the lot or property of others, uninvited.
- 10) Residents and guests will conduct themselves in a reasonable manner so as not to disturb others. Public drunkenness is strictly prohibited. This is a drug free community. Use, sale or giving of illegal drugs to others in this community is prohibited and is cause for immediate eviction, with prosecution to the fullest extent of the law.
- 11) A moderate noise level from radios, electronic equipment, vehicles and parties is expected at all times. Quiet hours are from **10 PM to 8 AM**.
- 12) **Homeowner owns and is responsible for all repairs and maintenance of any above-ground fuel-storage tank (AST) on homeowner's lot. All ASTs shall be in compliance with the rules and standards as published by the Vermont Department of Environmental Conservation (DEC) and incorporated herein by reference as if fully set forth herein. Any tank not in compliance shall be brought into compliance. Any tank not brought into compliance with such standards within the time given in a written notice from the Corporation Board of Directors may be replaced by the Corporation at the expense of the homeowner and such expenses may be collected and assessed as capital improvements under the Housing Division Rule 6.2. Screening the tank from view is required and should be constructed according to required DEC rules.**

### **III. BUILDINGS AND STRUCTURES**

- 1) All homes need to be maintained in good condition, skirted, clean, neat, and properly painted in a manner in keeping with the general appearance of the community.

- 2) Accessory buildings, porches, decks and skirting are to be kept painted and in good repair so the appearance of the home and lot are attractive overall.
- 3) Concrete blocks are not acceptable as stairs. All outside doors must have stairs with hand railing on opening side in accordance with the town's building code.
- 4) Only one utility building is allowed. Metal buildings are permitted. Any new structure is to comply to the following standards:
  - a) may not exceed **12' X 12' or 144 square feet**
  - b) roof is pitched
  - c) doors and windows stay in good repair and are able to be closed
- 5) All buildings, additions, porches, sheds, towers, children's play facilities, and decks are to have prior written approval by the Board of Directors, who must sign the Permit Request, and are to comply with the town building codes, and federal and state regulations. Homeowners are required to present a plan for any of the above structures, showing details of the structure and the location on the lot. A copy of the Town's building permit is to be given to the Board of Directors before work begins, which will be placed in the homeowner's file.
- 6) Pools and trampolines are strictly prohibited.
- 7) Commercial signs are not allowed.

#### **IV. SITES**

- 1) Freestanding clotheslines are permitted in side and back yards. Stringing lines between trees and/or the home is not permitted (except for lines in existence prior to cooperative ownership).
- 2) Rubbish removal is included in the lot rent. Said service shall be provided weekly, the exact date subject to change. All rubbish shall be placed in heavy-duty plastic bags inside the tote bin provide and should only be placed outside for collection the night before the day of rubbish pick-up. The amount of rubbish to be picked up is limited to the size of the container and only trash in the bin will be collected. All other trash and rubbish shall be removed at the Tenants' expense. No burning or dumping of any rubbish is allowed on park property. Rubbish is to be kept in closed containers designed for that purpose and out of sight if possible. Tote bins are not to be left at the bottom of driveways. Residents are encouraged to recycle.
- 3) Yards are to be kept neat and free of debris. Lawns are to be kept trimmed and mowed. If a lot is neglected, the cooperative reserves the right to have the lot cleaned and paid for at the owner's expense.

- 4) Appliances, large containers, motors, auto body parts, tools, building supplies, chemicals, drums, tires, and other discarded items may not be left on lawns or around homes. No furniture of any kind except for lawn furniture may be kept outside the home.
- 5) Outside burning of leaves, rubbish, etc. is **not** permitted. Gas and charcoal grills are permitted but permanent fireplaces and barbecue pits are not permitted. This rule does not supersede any and all applicable fire codes.
- 6) Fences may be used for decorative purposes only and no higher than **four (4)** feet. No lot perimeter fences are allowed. The Board of Directors has final approval on fences.
- 7) The use of the lot by the homeowner will not interfere with the Corporation's ability to perform any upkeep and maintenance of the community infrastructure. Ask **before** you dig or plant! **DIGSAFE and 20 V.S.A. Chapter 86** regulations apply.
- 8) Prior written approval by the Board of Directors for planting, trimming and replacement of all trees is required.
- 9) Seasonal Maintenance of driveways is the homeowners' responsibility. Prior written approval by the Board of Directors must be granted before modifying (design/materials) the driveway.

## **V. VEHICLES**

- 1) Unregistered and/or un-inspected motor vehicles are not allowed in the community. No major automotive repairs may be performed in the community. Basic maintenance, such as oil changes, may be performed provided the resident uses appropriate ramps and catch basins, and disposes of the oil and filters appropriately. Any spills will be dealt with at the homeowner's expense.
- 2) Parking spaces will be allocated to each home. There is no parking of any motorized vehicles on lawns. This includes campers, boats, trailers, or other motorized vehicles. Seasonal storage of recreational vehicles or boats is allowed provided you have room in your driveway. Parking is allowed on the streets during the day (8 am- 10pm) as long as it does not block snow plowing or emergency vehicles.
- 3) Motorized trail bikes, skimobiles, go-carts, and all-terrain vehicles are not to be used in the community except to enter and exit.
- 4) There is to be no racing or inappropriate use of any vehicles in the community.
- 5) The speed limit is **Fifteen (15) MPH**.

- 6) Overnight parking of vehicles with a gross vehicle weight (GVWR) of over 20,000 pounds in the community requires prior written consent of the Board of Directors.

## **VI. ANIMALS**

While the members of this community understand that animals are personally pleasurable and important, not everyone likes the same pets. The following rules are intended to create a healthy environment for everyone.

- 1) Domestic pets are allowed in this community with restrictions. Proper vaccinations/immunization and licensing with the town is an important responsibility of the homeowner. Placement of farm and wild animals on any cooperative property is not allowed.
- 2) These dogs are prohibited:
  - a) Any dog with a history of aggressive behavior or biting.
  - b) Any animal that is on the list of prohibited pets, as provided by the Corporation's insurance company.
- 3) Two animals permitted per home.
- 4) Outdoor animals must be collared and tagged. Permitted animals will either be restricted to their **lot or walked on a leash at all times**. No animals should be left outside unattended. A barking dog may not be outside for longer than five minutes.
- 5) No free roaming cats. If a free roaming pet causes damages to any property, the homeowner will remove the pet and confine it to the inside of the home, and the pet owner will be liable for damages.
- 6) All solid wastes from pets are to be picked up by the owner immediately and disposed of in the proper manner.
- 7) Residents may apply for an exception to the "VI. Animal section of the Community Rules" by submitting a Request for A Reasonable Accommodation.

## **VII. REQUESTS FOR REASONABLE ACCOMODATIONS**

Where the situation warrants, residents may apply for an exception to Community Rules by submitting a written Request for a Reasonable Accommodation to any member of the Board of Directors. The request for a Reasonable Accommodation will be heard by the Board of Directors at the next regularly scheduled board meeting. Any exception that is granted by the board shall be subject to revocation at the sole discretion of the board.



### **VIII. ATTORNEY'S FEES AND COSTS**

In the event any legal action is commenced by the Corporation to collect past due rent, to evict for any reason, or for any other reason, the homeowner must pay all legal fees and costs incurred by the Corporation. These fees and costs will be paid by the homeowner, even if the eviction is terminated or cancelled by the Corporation. The legal fees would also include all such fees and costs incurred in connection with a Supreme Court Appeal filed by the homeowner. The legal fees and costs incurred by the Corporation shall be considered additional rent for the unit in question, and this additional rent shall be due and payable by the homeowner in accordance with these Community Rules.

In the event a legal action is commenced against the Corporation by a homeowner and the Corporation prevails in said action or the action is withdrawn by the homeowner, the homeowner shall be required to reimburse the Corporation in defending such action. In no event shall the Corporation be responsible for paying the homeowner's legal fees. This is justified since the homeowner is a member of the Corporation and a partial owner of the Corporation. The term legal action shall include any civil action brought before the court of law and any action or claim brought before a Board, administrative agency or other such body.

### **IX. SEVERABILITY**

Should any part of these rules to be deemed illegal it does not mean that these entire rules are illegal.

### **X. LIABILITY AND INDEMNITY**

The Corporation shall not be liable for debt or damage claimed for injury to persons, including homeowners and their guests or for property damage from any cause related to homeowner's occupancy of the lot or pets, guests, family members or invitees of the homeowner. The Corporation shall not be liable for any damages due or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking or running of any pipe, tank, washstand, water closet or waste pipe, in, above, upon or about said lot or community premises. The Corporation shall not be liable for any damage arising from acts of neglect of co-resident, or other Occupants of the manufactured home community or of any homeowners, residents, occupants, owner of adjacent or contiguous lots and property. Homeowners shall pay for any expense, damage, or repair occasioned by the stopping of waste pipes or overflow of water, and from any and all damages not occasioned by reasonable wear and tear, caused by their improper use thereof. Homeowners hereby covenant and agree to indemnify cooperative and save it harmless from all costs and expenses including attorney's fees, liability loss or other claims or losses. Nothing herein shall be deemed to release the Corporation from gross negligence.

Except for gross negligence of the Corporation, homeowners hereby release the Corporation from any responsibility for any injuries or damages occurring upon or in any way connected with, the premises or nearby streets. Also, the Corporation is not responsible for claims or damages that may be caused by the re-entering and taking of possession by the Corporation under conditions of these rules and regulations or the laws of the State of **Vermont**.

**St. George Villa Mobile Home Park Community Rules**

**Total 10 Pages – Approved on 10/11/2018**

**by the Membership**

The foregoing is a true and accurate account, attested by, \_\_\_\_\_  
Secretary